10

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, [redacted] 1912.

No. [redacted] 84.

EDWIN M. KEATLEY, AS RECEIVER OF AMERICAN GUARANTY COMPANY OF CHICAGO, UNDER APPOINTMENT OF THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA, APPELLANT,

vs.

CARRIE REBECCA FUREY, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF CHARLES LA TOUR FUREY, DECEASED, AND ALSO IN HER OWN RIGHT; EDWIN A. POTTER, AS RECEIVER OF THE AMERICAN GUARANTY COMPANY OF CHICAGO, BY APPOINTMENT OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS, ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS.

FILED JUNE 21, 1910.

(22,233.)

(22,233.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1910.

No. 612.

EDWIN M. KEATLEY, AS RECEIVER OF AMERICAN GUARANTY COMPANY OF CHICAGO, UNDER APPOINTMENT OF THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA, APPELLANT,

vs.

CARRIE REBECCA FUREY, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF CHARLES LA TOUR FUREY, DECEASED, AND ALSO IN HER OWN RIGHT; EDWIN A. POTTER, AS RECEIVER OF THE AMERICAN GUARANTY COMPANY OF CHICAGO, BY APPOINTMENT OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS, ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS.

INDEX.

	Original.	Print
Caption	1	1
Placita	2	1
Bill of complaint	4	2
Exhibit A—Will of Charles La Tour Furey	17	9
B—Certificate of incorporation of the American Investment Guaranty Co., &c.	22	11
C—Form of convertible contract of the American Guaranty Company of Chicago	31	16

JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., SEPTEMBER 20, 1910.

	Original.	Print
Exhibit D—Form of service contract of the American Guaranty Company of Chicago	32	16
E—Form of income contract of the American Guaranty Company of Chicago	33	16
Transcript of record from the circuit court of Kanawha county, West Virginia	50	23
Bill of complaint	50	23
Exhibit A—Will of Charles La Tour Furey	63	30
B—Certificate of incorporation of the American Investment Guaranty Company, &c.	68	32
C—Form of investment contract	77	37
D—Form of service contract	82	40
E—Form of income contract	94	45
Decree, February 1, 1909	108	53
Receiver's bond	111	54
Consent and answer of American Guaranty Co. of Chicago	114	56
Order of February 2, 1909, appointing receiver	115	57
Petition of A. E. Cross *et al.* for leave to intervene	118	59
Notice of A. E. Cross *et al.*	120	60
Order of Feb. 8, 1909, giving A. E. Cross *et al.* leave to intervene	122	61
Petition of A. E. Potter, receiver, to require Royal Trust Co. to turn over funds	124	61
Exhibit A—Form of note	146	75
B—Form of investment contract	147	75
C—Form of service contract	151	78
D—Form of income contract	163	83
Demurrer of Royal Trust Co. to petition of receiver	175	90
Order of February 27, 1909, overruling demurrer	177	91
Order of February 19, 1909, granting leave to Royal Trust Co. to file intervening petition	179	92
Notice filed by Royal Trust Company	180	93
Motion of Royal Trust Co.	181	94
Intervening petition of Royal Trust Company	182	94
List of securities and cash on deposit with Royal Trust Co. as trustee	194	101
Answer of Royal Trust Co. to petition of receiver	198	105
Petition of Edwin A. Potter, receiver, filed February 23, 1909, for leave to amend	228	123
Order of February 23, 1909, granting leave to receiver to amend petition filed February 13, 1909	231	125
Replication of receiver to answer of Royal Trust Co.	232	125
Order of March 6, 1909, directing Royal Trust Co. to turn over property, &c.	235	125
Intervening petition of Edwin M. Keatley	239	128
Deed between T. S. Clark, special commissioner, and Edwin M. Keatley, receiver, October 9, 1909	251	136
Decree of circuit court of Kanawha county, West Virginia, February 1, 1909	255	138
Exhibit A—Bill of complaint of Carrie Rebecca Furey, executrix, &c., *et al.*, filed in circuit court of Kanawha county, West Virginia	257	139
Exhibit A—Will of Charles La Tour Furey	270	146

	Original.	Print
Exhibit A (continued)—		
Exhibit B—Certificate of incorporation	276	149
C—Form of investment contract	286	154
D—Form of service contract	292	157
E—Form of income contract	303	162
Order filing receiver's report No. 1	306	163
Receiver's report No. 1	306	163
Exhibit A—Order of Judge Kohlsaat, February 2, 1909	309	165
B—Report of Receiver Potter, March 26, 1909	313	167
C—List of contract holders in West Virginia	321	172
D—Order of Judge Kohlsaat, May 26, 1909	322	173
E—Notice to contract holders, &c.	326	175
F—Form of proof of claim	328	176
Order discharging Receiver Black and appointing Edwin M. Keatley, &c	333	179
Petition of W. R. Gilliam	339	183
Exhibit A—Bill of complaint, circuit court of the United States, northern district of Illinois	366	197
Order of Judge Kohlsaat, February 2, 1909	378	204
Consent of American Guaranty Co	381	205
Exhibit B—List of holders	382	206
Receiver's bond	385	208
Order approving receiver's bond	389	210
Order of September 27, 1909, granting leave to amend	390	210
Receiver's bond	392	211
Clerk's certificate	394	212
Index to transcript	396	213
Notice of Edwin M. Keatley	397	214
Order of October 27, 1909, granting leave to E. M. Keatley to file intervening petition	398	214
Answer of American Guaranty Co. of Chicago to petition of Edwin M. Keatley	400	216
Exhibit A—Answer to petition of Gilliam in circuit court of Kanawha county, West Virginia	420	226
A—Bill of complaint of Furey, executrix, &c., *et al*	445	239
Exhibit A—Will of Charles La Tour Furey	458	246
B—Certificate of incorporation	463	248
B—Order appointing Potter receiver	444	254
C—Deed, American Guaranty Co. to Potter, receiver, February 2, 1909	477	256
D—Order of reference	479	257

	Original.	Print
Exhibit E—Order granting leave to A. C. Cross *et al.* to intervene.	481	258
F—Order overruling demurrer of Royal Trust Co.	482	259
G—Order on Royal Trust Co. to pay over to receiver	484	260
H—Report of Receiver Potter, March 26, 1909	488	262
I—Order of May 26, 1909	495	266
J—Copy of notice to contract holders	499	268
K—Notice to contract holders	499	268
L—Form of proof of claim	501	270
M—Contract-holders' agreement	505	272
N—Contract-holders' agreement	508	274
O—Contract-holders' agreement	511	276
P—Letter, Cross to Covington, October 18, 1909	514	278
Answer of E. A. Potter to petition of E. A. Keatley	515	279
Answer of contract-holders' committee to petition of E. A. Keatley	516	279
Opinion of Judge Kohlsaat	518	280
Decree of February 7, 1910, dismissing petition of Edwin M. Keatley	528	286
Petition for appeal by Edwin M. Keatley	530	288
Assignment of errors	532	289
Order of May 6, 1910, allowing appeal of E. M. Keatley	534	290
Bond on appeal	535	290
Præcipe for transcript of record	537	292
Clerk's certificate	540	293
Citation and service	541	294

1 In the Circuit Court of the United States for the Northern District of Illinois, Eastern Division.

In Chancery. 29336.

CARRIE REBECCA FUREY, as Executrix of the Last Will and Testament of Charles La Tour Furey, Deceased and also in Her Own Right, and Caroline La Tour Furey, Complainants.

vs.

AMERICAN GUARANTY COMPANY OF CHICAGO, Defendant.

In the Matter of the Intervening Petition of EDWIN M. KEATLEY.

Messrs. Steere, Williams & Steere, Solicitors for Complainants.
Messrs. Mayer, Meyer & Austrain, Solicitors for Receiver.
Messrs. Gorham & Wales, Solicitors for Defendant and Certain Intervening Petitioners.
Messrs. Chilton, MacCorkle & Chilton, Mr. Thos. H. Gill, Mr. F. W. Houghton, Mr. Geo. B. Edgerton, Solicitors for Edwin M. Keatley, Petitioner.

2 Pleas in the Circuit Court of the United States for the Northern District of Illinois, Eastern Division, in Chancery sitting, at the United States Court room, in the City of Chicago, in said District and Division, before the Hon. Christian C. Kohlsaat, Circuit Judge of the United States for the Seventh Judicial Circuit, on Monday, the Seventh Day of February, in the year of our Lord, one thousand nine hundred and ten, being one of the days of the regular December term of said Court, begun Monday, the twentieth day of December, 1909, and of our Independence the one hundred and thirty-fourth year.

JOHN H. R. JAMAR, *Clerk*.

3 In the Circuit Court of the United States for the Northern District of Illinois, Eastern Division.

29336.

CARRIE REBECCA FUREY, Executrix of the Last Will and Testament of Charles La Tour Furey, Deceased, and also in Her Own Right, and Caroline La Tour Furey,

vs.

AMERICAN GUARANTY COMPANY OF CHICAGO.

Be it remembered, That on this day to-wit: the Second day of February, 1909, come the complainants in the above entitled cause by their solicitors and filed in the Clerk's office of said Court, a certain Bill of Complaint in words and figures following to-wit:

4 *Bill of Complaint.*

In the Circuit Court of the United States in and for the Northern District of Illinois, Eastern Division Thereof.

29336.

CARRIE REBECCA FUREY, Executrix of the Last Will and Testament of Charles La Tour Furey, Deceased and also in Her Own Right and Caroline La Tour Furey, Complainants,

vs.

AMERICAN GUARANTY COMPANY OF CHICAGO, Defendant.

To the Honorable the Judges of the Circuit Court of the United States in and for the Northern District of Illinois, Eastern Division thereof:

Carrie Rebecca Furey, as executrix of the last Will and Testament of Charles La Tour Furey, deceased, and also in her own right, and Caroline La Tour Furey, complainants, bring this, their bill of complaint against the American Guaranty Company of Chicago, hereinafter called the Guaranty Company, defendant, and thereupon your orators complain and say:

1. That said Charles La Tour Furey departed this life on or about November 29th, 1908, in the City of Chicago, County of Cook and State of Illinois; that at the time of his death and for many years continuously theretofore, he was a citizen of said State of Illinois and a resident of said city; that said Carrie Rebecca Furey is the widow, and said Caroline La Tour Furey is the daughter of said Charles La Tour Furey, deceased; that at the time of the death of said Charles La Tour Furey, and for many years con-
5 tinuously theretofore and continuously since, your orators were, have been and now are citizens of said State of Illinois, and residents of said city of Chicago; that said American Guaranty Company of Chicago, is a corporation duly organized and doing business under and by virtue of the laws of the State of West Virginia, and is not incorporated under the laws of any other state, territory or country; that it is a citizen of the State of West Virginia and of no other state, territory or country; that it has heretofore duly complied with the laws of the State of Illinois governing foreign corporations and is duly licensed and authorized to do business in said State; that the matters in dispute in this cause exceed, exclusive of interest and costs, the sum or value of two thousand dollars ($2,000).

2. That said Charles La Tour Furey left a last will and testament, which was duly admitted to probate in the Probate Court of said Cook County, Illinois, on December 8, 1908; that on said date letters testamentary duly issued out of said Probate Court to said Carrie Rebecca Furey, as executrix of said last will and testament, and on said date she duly qualified as such executrix and since said date has continued to and still is acting as such executrix; that

said letters testamentary are still in full force and effect, unrevoked and unappealed from; that in and by said last will and testament, one James L. Bigelow was named as an executor thereof, but that prior to said December 8, 1908, said Bigelow, in writing duly filed in said Probate Court, duly renounced his said appointment and refused to act as such executor; that a true and correct copy of said last will and testament is hereto attached, marked Exhibit "A" and by express reference thereto made a part hereof.

3. That in and by said last will and testament, said Charles La Tour Furey, deceased, devised to his widow, said Carrie Rebecca Furey, and to his daughter, said Caroline La Tour Furey, all
6 of his real estate and personal property of every description of said decedent, to have and to hold the same, share and share alike, absolutely in their own right; that his said widow and his said daughter, who is now of the age of nineteen years, were and are the sole and only heirs at law of said decedent.

4. That at the time of his death said Charles La Tour Furey was the absolute owner of 602 shares of the capital stock, of the par value of one hundred dollars ($100) each, of said Guaranty Company, and that the absolute title to said 602 shares of stock is now in your orator, Carrie Rebecca Furey, as executrix, as aforesaid, solely for the benefit of herself and her said daughter, Caroline La Tour Furey, and said Carrie Rebecca Furey, as executrix as aforesaid, now has in her possession all of the stock certificates representing said 602 shares of the capital stock, which certificates were duly issued by said Guaranty Company to said decedent long prior to his death; that said 602 shares of stock are fully paid up and non-assessible and are worth, to-wit: over sixty-two thousand dollars ($62,000).

5. That on or about March 10, 1906, said Guaranty Company duly entered into a contract with said Charles La Tour Furey, under and by the terms of which said Guaranty Company agreed to pay him certain commissions as compensation for services to be rendered by him to said Guaranty Company, which services were by him duly rendered and performed; that under and by the terms of said contract said Guaranty Company became and now is indebted to said Carrie Rebecca Furey, as executrix as aforesaid, in the sum of $14,798.42, which sum is now due and owing by said Guaranty Company to said executrix as such, for such services.

7 6. That said Guaranty Company was duly incorporated by a certificate of incorporation, issued under the laws of West Virginia, on July 18, 1892, under the name of The American Investment Guaranty Company, with an authorized capital stock of $200,000., and with authority to increase the same to $1,000,000; that thereafter, on or about January 12, 1898, the name of said company was duly changed from that of The American Investment Guaranty Company to the American Guaranty Company of Chicago; that on April 13, 1901, the authorized capital stock of said Guaranty Company was duly reduced from 10,000 shares, of the par value of $100., to 5,000 shares of the par value of $100. each, and that since April 13, 1901, the authorized capital stock of said company

has been $500,000; that said Guaranty Company was duly incorporated for a period expiring July 1, 1942, and one of the objects for which it was and is incorporated is to enter into contracts with individuals, firms and corporations, which are known as investment, service and income contracts, hereinafter more particularly referred to; that the principal office of said Guaranty Company, ever since its incorporation has been and is in the city of Charleston, in Kanawha County, in the State of West Virginia; that its administrative offices have been and now are in said City of Chicago; that a true and correct copy of said certificate of incorporation and of all amendments thereto is hereto attached, marked Exhibit "B" and by express reference thereto made part hereof.

7. That in the conduct of its said business said Guananty Company has issued a large amount of said investment, service and income contracts; that it now has outstanding, in full force and effect, contracts of a total nominal or possible contingent value aggregating in amount, to-wit: $15,825,000., divided into, to-wit: $3,254,
8 000, of investment and service contracts and, to-wit: $12,-571,000, income contracts; that said contracts respectively, vary from a minimum principal of $1,000, to a maximum principal of $10,000, upon the date of their maturity; that said contracts mature at periods of ten, fifteen and twenty years from their dates of issue; that the total cash or surrender value of all of said contracts is many millions of dollars less than their said nominal or contingent value; that there are to-wit: 6500 of said contracts now out-tanding held by persons who live in various parts of the United States, Canada, and Mexico; that all of said contracts provided by their terms that the holders thereof shall pay to said Guaranty Company specified amounts in periodical installments, payable monthly, quarterly, semi-annually or annually, and further provide that default in making any of said periodical payments during the first two years of the life of said contracts shall result in a forfeiture thereof, and that after the lapse of said two years said contracts shall become non-forfeitable, but that defaults made subsequent to said two years shall result in either an exchange of the contract for one that is paid up, or a surrender thereof for a specified cash surrender value; that there are attached hereto specimen copies of said investment, service and income contracts, as Exhibits "C", "D" and "E" and which by express reference thereto are made part hereof.

8. That said investment and service contracts provide by their terms that as security for the redemption of the same, said Guaranty Company shall have and keep in trust, moneys and other securities to such an amount as shall at the time equal in the aggregate seventy-five per cent. of the cash value of said contracts, as shown by the schedules appended thereto, and that said income contracts, issued prior to 1906, contained similar terms, and said income con-
tracts issued in 1906 and since, provide that the money
9 and other securities so — be kept in trust shall be in an amount equal to the cash loan value specified in said income contracts, less the amount of any unpaid loans thereon; that pursuant

to the provisions so contained in said contracts, said Guaranty Company did deposit and now has on deposit with the Royal Trust Company of Chicago, a corporation duly organized and doing business under and by virtue of the laws of Illinois, a fund consisting of cash and other securities aggregating over $550,000.; that in addition to said fund said Guaranty Company has assets, consisting of cash, securities, bills receivable, loans to contract-holders and other assets that your orators estimate to be worth over $750,000.

9. That though the total authorized capital stock of said Guaranty Company is now $500,000, there was at the time of the death of said Charles La Tour Furey, and there now are issued and outstanding only 962 shares of said stock, of the par value of $100. each; that of said 962 shares, 602 shares belong, as aforesaid, to and are the property of your orators, as hereinbefore stated; that the remaining 360 shares belong, 260 thereof to Lewis W. Pitcher, and the other 100 shares to James L. Biglow, respectively, who now and for many years continuously last past have been Secretary and Treasurer of said Guaranty Company; that the said 260 shares so belonging to said Pitcher are now, and since March 28, 1906, have continuously been in the possession of and held by said Guaranty Company as collateral security for a certain indebtedness of said Pitcher to said Guaranty Company, contracted prior to the date last aforesaid; that the said 100 shares belonging to said Biglow now are and continuously since March 24, 1905, have been in the possession of and held by said Guaranty Company as collateral security for a certain indebtedness of said Biglow to said Guaranty Company, con-
10 tracted prior to the date last aforesaid.

10. That on or about January 11, 1899, said Charles La Tour Furey first became connected with said Guaranty Company, and on or about said date was elected Vice-president of said Guaranty Company, and so continued up to the time of his death, and during all of said time had the active management and control of the business of said Guaranty Company; that on June 23, 1903, at a meeting of the board of directors of said Guaranty Company, the following resolution was duly and unanimously adopted.

"Resolved, the Vice-president, by virtue of his office is hereby constituted Chairman of the Board of Directors and is to assume and perform all the duties of the President it being also understood that the Vice-president shall take upon himself the duty of generally supervising all details and operation of the business."

That pursuant to said resolution, and in compliance therewith, said Charles La Tour Furey, as such Vice-president, did continuously since June 23, 1903, until the time of his death, act as Chairman of the Board of Directors of said Guaranty Company and assumed and performed all the duties of the President thereof, and took upon himself the duty of generally supervising all details and the operation of the business of said Guaranty Company; that said Charles La Tour Furey possessed great expert knowledge and ability in the kind of business in which said Guaranty Company was engaged as aforesaid, and by reason thereof he was put and continued in the practical control and management of said business, and was in such

control at the time of his death: that when he first became such vice-president of said Company, the total outstanding contracts of said Guaranty Company was about $3,000,000., while at the time of his death the same aggregated about $15,825,000.; that such increase was due to his said expert knowledge and ability; that your orators and said Guaranty Company and its officers and directors, have been unable to secure or agree upon a successor to said decedent; that your orators never had any business experience of any kind and that neither of them has the ability, qualification or willingness to conduct said business and neither one is willing to consent that the same shall be further conducted and carried on; that your orators and said Pitcher and Biglow, together owning all of the issued capital stock of said Guaranty Company, as aforesaid, have concluded that it is to the best interests of said Company, and all of its contract-holders and stockholders, that said Company shall be dissolved and its business and affairs wound up, and its assets liquidated and distributed in accordance with the rights of those entitled thereto, that other than its obligations on said contracts, said Guaranty Company has no liabilities whatever except to a nominal amount for current expenses, and except that owing Carrie Rebecca Furey, as executrix as aforesaid, and to one or more agents for possible commissions; that said Guaranty Company has no liabliities of any kind in the State of West Virginia other than to forty-eight contract-holders, none of whose contracts has matured and upon none of which is said Guaranty Company in any way in default, and the total surrender or cash value of which does not exceed $9,751.44; that all of the property and effects of said Guaranty Company are in said City of Chicago, except a few cash balances in little more than nominal amounts due to said Guaranty Company from banks outside of Chicago, which have been the collecting agents of said Guaranty Company.

11

11. That on February 1, 1909, in accordance with the statutes of the State of West Virginia authorizing the same, a bill in chancery was filed in the Circuit Court of Kanawha County, West Virginia, in which the principal office or place of business of said Guaranty Company is situated, praying that the court decree a dissolution of said Guaranty Company and to make such other orders and decrees as justice and equity may require, and in said bill, so filed, said Pitcher and Bigelow duly intervened and joined as plaintiffs, and joined in the allegations and prayer of said bill; that said Guaranty Company duly entered its appearance to said bill; that on said February 1, 1909, said Circuit Court of Kanawha County, having full jurisdiction of all of the parties to and subject-matter of said bill, duly entered a decree dissolving said American Guaranty Company of Chicago, which decree is now in full force and effect, unmodified, unreversed and unappealed from; and also appointed a receiver, who has duly qualified as such, of all of said Guaranty Company's assets and effects located within said State of West Virginia; that a true copy of said proceedings in said Circuit Court of Kanawha County is herewith brought into court.

12

12. That in consequence of the entry of said decree of dissolution,

said American Guaranty Company of Chicago has become a trustee, for its creditors and stockholders, of all of its property, assets and effects; that the receiver so as aforesaid appointed by said Circuit Court of Kanawha County has no jurisdiction outside of the State of West Virginia and has no authority or power outside of said State of West Virginia to collect or enforce collection of all or any of said property, assets and effects; that all of said property, assets and effects, as hereinbefore stated, except some nominal amounts held by some few banks in the progress of collection are located within said city of Chicago and within the jurisdiction of this court; that it is necessary to ascertain what, if anything, is owing to any and all of said 6500 contract-holders, and how much, if anything
13 in said fund so on deposit with said Royal Trust Company of Chicago shall be allot-ed or apportioned on any and all of said contracts; that the surrender value of said contracts is at least $1,000,000, and that some of the holders of said contracts threaten as your orators are informed and believe and state the fact to be that they will commence suits by attachment or otherwise against said Guaranty Company and levy upon its said property, assets and effect- so situated in said State of Illinois, and that by means of such attachments, priorities will be secured by some of the contract holders over others; that interminable, complicated and costly litigation will ensue and the property, assets and effects of said Guaranty Company will be wasted and destroyed to such a degree as to make the same utterly inadequate and insufficient, unless such property, assets and effects are taken possession of by a receiver to be appointed by this court to conserve and distribute the estate of said Guaranty Company among those entitled thereto.

13. That your orators file this, their bill of complaint, not only on behalf of themselves but also on behalf of all other stockholders of said Guaranty Company, and of all other creditors thereof who may ask and secure leave to intervene herein and become parties hereto.

In Consideration Whereof and for as much as your orators are remediless in the premises at or by the strict rules of the common law and can only have relief in a court of equity where matters of this nature are properly cognizable and relievable.

To the end therefore, that the said American Guaranty Company of Chicago, which is hereby made defendant to this bill of complaint, may, if it can, show unto your Honors why your orators should not have the relief hereby prayed; that a full, true and just account may be had and taken of all of the property, assets and effects of
14 every description of said defendant; that all of its creditors and contract-holders may be ascertained and the amount or amounts due or owing to all of them respectively; that all of its stockholders and the amount of the stock held or owned by them, respectively, may be ascertained that all of said creditors, contract-holders and stockholders be allowed to file their petitions, exhibiting their respective claims and demands and to prove the same according to the usual practice in this court; that distribution be made of all of its property, assets and effects, when converted into money, first

among its creditors and contract-holders, as equity may required, and after satisfying all of its said creditors and contract holders, that the surplus remaining shall be distributed among its stockholders; that whatever funds, if any, may be found by this Honorable Court to be held in trust for all or any of said contract-holders shall be allotted and distributed by this court as equity may require; that a receiver may be appointed according to the course of practice in this court, and with the usual powers of receivers in like cases, of all of the property, assets and effects of every description of said defendant, and that said receiver be ordered and directed to convert said property, assets and effects into money at the earliest practicable moment; to collect all debts due said defendant, to bring such suits as may be necessary to accomplish that end, and to bring and defend all such suits as may be necessary to assert the rights and claims of said defendant in said property assets and effects, and to do all other acts necessary or proper to protect said property, assets and effects; that all individuals, firms, and corporations, including all of the officers, agents and employees of said defendant may be required and commanded, on demand of said receiver, to forthwith turn over and deliver to him any and all property, moneys, assets and effects, books, papers, vouchers and documents of every kind and description under their or any of their control which said defendant owns or is entitled to, or in which it has any interest; that any and all creditors and contract-holders of said defendant, and any and all other individuals, firms and corporations be enjoined from in any way intermeddling by suit or otherwise with all or any of the property, assets and effects of said defendant, and that your Honors may make such other orders and decrees and grant your orators such further or other relief as the controlling circumstances in this case may require, and to equity, and to your Honors shall seem fit and proper.

May it please your Honors to grant unto your orators a writ of subpœna to be directed to the said American Guaranty Company of Chicago, thereby commanding it, at a certain time and under a certain penalty therein to be limited, to appear before this Honorable Court, and then and there full, true, direct and perfect answer make, but not under oath, the same being hereby expressly waived, to all and singular, the premises and further to stand to, perform and abide such further order, direction and decree therein as to this Honorable Court shall seem meet.

And your orators will ever pray, etc.

CARRIE REBECCA FUREY,
Ex'tr'x Furey Estate.
CARRIE REBECCA FUREY.
CAROLINE LA TOUR FUREY.

STEERE, WILLIAMS & STEERE,
Sol'rs for Compl't, 659 Rookery.

UNITED STATES OF AMERICA,
State of Illinois, County of Cook, ss:

Carrie Rebecca Furey and Caroline La Tour Furey, each
16 being severally sworn, each upon oath deposes and says that she has heard read the above and foregoing bill of complaint by them respectively subscribed and that said bill is true in every respect to the best of their respective knowledge, information and belief.

CARRIE REBECCA FUREY.
CAROLINE LA TOUR FUREY.

Subscribed and sworn to before me, a Notary Public, by said Carrie Rebecca Furey and Caroline La Tour Furey, this first day of February, A. D. 1909.

[SEAL.] MARY CODY,
Notary Public.

17 EXHIBIT A.

I, Charles La Tour Furey, of the City of Chicago, County of Cook and State of Illinois, being over twenty-one years of age, and being of sound mind and memory, do by these presents make and declare the same to be my last will and testament, hereby revoking all former wills made by me.

First. I direct that all my just debts be paid.

Second. I devise to my loving wife, Carrie Rebecca Furey and to my loving daughter Caroline La Tour Furey, share and share alike, all the estate, right, title and interest in possession, reversion and remainder which I may have now and also at the time of my death of, in and to any lands, tenements hereditaments, annuities or rents, charged upon or issuing out of them; and I also bequeath all goods and chattels and personal estate of every description whatsoever by will or testament or otherwise, to have and to hold by them share and share alike absolutely in their own right, this to apply to each of the species of property contained in this paragraph.

Third. If at my death my said daughter Caroline La Tour Furey is still a minor, not having reached the legal age of eighteen years, it is my wish and I request that my said wife Carrie Rebecca Furey and my friend James L. Bigelow be appointed jointly guardians of my said daughter Caroline La Tour Furey.

Fourth. I nominate my said wife Carrie Rebecca Furey and my said friend James L. Bigelow to be jointly the executrix and the executor, with proper bond, of this my last will and testament.

Fifth. In event of the death of either the said Carrie Rebecca Furey or the said James L. Bigelow, it is my wish and I request that

Joseph W. Latimer, 3551 Ellis Avenue, Chicago, Illinois.
John B. Knight, 5634 Calumet Ave., Chicago, Ill.
Elizabeth C. Hawley, 16 Astor Street, Chicago, Ill.

18 the survivor be appointed sole guardian of the Caroline La Tour Furey, and sole executrix or executor, as the case may be, of this my last will and testament.

Witness my hand and seal this twenty-seventh day of February, A. D. 1902.

CHARLES LA TOUR FUREY. [SEAL.]

We, Joseph W. Latimer, John B. Knight and Elizabeth C. Hawley do hereby certify that we were each present when the above instrument was signed and witnessed the signature of the said Charles La Tour Furey, who declared the foregoing instrument to be his own free and voluntary act and deed, and to be his last will and testament that he signed the same in our presence, and at his request we signed the same as witnesses in his presence and in the presence of each other.

Dated this twenty-seventh day of February, A. D. 1902.

JOSEPH W. LATIMER.
3551 *Ellis Avenue, Chicago, Illinois.*
JOHN B. KNIGHT.
5634 *Calumet Ave., Chicago, Ill.*
ELIZABETH C. HAWLEY.
16 *Astor Street, Chicago, Ill.*

19 Will proved and admitted to record in open court this 8th day of Dec. A. D. 1908.

CHARLES S. CUTTING,
Probate Judge.

STATE OF ILLINOIS,
County of Cook, ss:

In the Probate Court of Cook County.

Proved and admitted to record in open court this 8th day of Dec. A. D. 1908.

GUY GUERNSEY, *Clerk.*

Filed Dec. 8, 1908. Guy Guernsey, Clerk.

20 STATE OF ILLINOIS,
County of Cook, ss:

The People of the State of Illinois to all to whom these presents shall come, Greeting:

Know Ye, That whereas, Charles La Tour Furey late of the County of Cook and State of Illinois, died on or about the 29th day of Nov., A. D. 1908, as it is said, after having duly made and published his last will and testament, a copy whereof is hereunto annexed, leaving at the time of his death property in this State, which may be lost, destroyed or diminished in value, if speedy care be not taken of the same; and inasmuch as it appears that Carrie R. Furey

has been appointed executrix in and by the said last will and testament, to execute the same, and to the end that said property may be preserved for those who shall appear to have a legal right or interest therein, and that said will may be executed according to the request of the said testator, we do hereby authorize her the said Carrie R. Furey as such executrix to collect and secure all and singular the goods and chattels rights and credits which were of the said Charles La Tour Furey at the time of his deceased, in whosesoever hands or possession the same may be found, in this State, and well and truly to perform and fulfill all such duties as may be enjoined upon her by the said will, so far as there shall be property, and the law charge her and in general to do and perform all other acts which now or hereafter may be required of her by law.

Witness, Guy Guernsey, Clerk of the Probate Court of said County of Cook, and the seal of said Court, this 8th day of Dec. A. D. 1908.

[L. S.]

GUY GUERNSEY, *Clerk.*

21 STATE OF ILLINOIS,
County of Cook, ss:

I, Guy Guernsey, Clerk of the Probate Court of Cook County, in the state aforesaid, do hereby certify that the within is a true and correct copy of the last will and testament of Charles La Tour Furey deceased, and of Letters Testamentary issued thereon, on the 8th day of Dec. A. D. 1908, to Carrie R. Furey, now in force, as it appears from the originals on file, and from the records of the Probate Court in my office.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Probate Court, at Chicago, in said County, this 8th day of Dec. A. D. 1908.

[Seal of the Probate Court of Cook County, Illinois, Dec. 2, 1877.]

GUY GUERNSEY, *Clerk.*

22 EXHIBIT "B."

STATE OF WEST VIRGINIA:

Certificate of Incorporation.

I, Wm. A. Ohley, Secretary of State of the State of West Virginia, do hereby certify that an Agreement duly acknowledged and accompanied by the proper affidavits, has been this day delivered to me, which agreement is in the words and figures following:

The undersigned agree to become a corporation by the name of The American Investment Guaranty Company for the purpose of receiving and investing money and making investment contracts to be sold on installments payments; and procuring for such of the investors in such investment contracts as may so desire policies of life insurance and of acting as agent and trustee for life insurance companies and for such investors.

Which corporation shall keep its principal office or place of business at Chicago, in the County of Cook and State of Illinois, and is to expire on the first day of July, A. D. 1942. And for the purpose of forming said corporation, we have subscribed the sum of two hundred thousand dollars, to the capital thereof and have paid in on said subscriptions the sum of twenty thousand dollars, and desire the privilege of increasing the said capital by the sale of additional shares from time to time to one million dollars ($1,000,000.00) in all.

23 The capital so subscribed is divided into shares of one hundred dollars ($100.00) each, which are held by the undersigned respectively as follows, that is to say: by

Oliver H. Horton, Chicago, Illinois	250	shares.
Lewis W. Pitcher, " "	250	"
Edward A. Bigelow, " "	150	"
William D. Preston, " "	100	"
James L. Bigelow, " "	100	"
John P. Wilson, " "	50	"
Frank D. Lewis, Indianapolis, Indiana	250	"
Herman Kuehn, Detroit, Michigan	250	"
Thomas M. Hoyne, Chicago, Illinois	10	"
Alfred P. Bigelow, " "	10	"
Willis F. Johnson, " "	50	"
J. B. Knight, " "	530	"
	2000	shares.

And the capital to be hereafter sold is to be divided into shares of the like amount.

Given under our hands this 14th day of July, 1892.

O. H. HORTON.
LEWIS W. PITCHER.
EDWARD A. BIGELOW.
WILLIAM D. PRESTON.
JAMES L. BIGELOW.
THOS. M. HOYNE.
JOHN P. WILSON.
FRANK D. LEWIS.
HERMAN KUEHN.
J. B. KNIGHT.
WILLIS F. JOHNSON.
ALFRED P. BIGELOW.

24 Wherefore, the corporators named in the said Agreement and who have signed the same, and their successors and assigns, are hereby declared to be from this date until the First day of July, nineteen hundred and forty-two, a corporation by the name and for the purposes set forth in said agreement.

Given under my hand and the Great Seal of the said State, at

the City of Charleston, this nineteenth day of July eighteen hundred and ninety-two.

[State of West Virginia, Montano Semper Liberi.]

WM. A. OHLEY,
Secretary of State.

25

Copy.

STATE OF WEST VIRGINIA:

Certificate.

I, Wm. M. O. Dawson, Secretary of State of the State of West Virginia, do hereby certify that on the 19th day of July, 1892, a certificate of incorporation was issued in due form, from my said office to The American Investment Guaranty Company, as appears from the records of my said office; and I further certify that, on the 28th day of January, 1898, the following resolution, agreement, certificate and affidavit were produced to me, in my said office, which resolution, agreement, certificate and affidavit are in the words and figures following:

At the annual meeting of the stockholders of The American Investment Guaranty Company, held at room 54, Brother Jonathan Building, Number- 2 and 4 Sherman Street, Chicago, on the twelfth day of January, 1898, at eleven o'clock A. M. said meeting having been especially called for the purpose of changing the corporate name, and for increasing the purposes for which the Company was formed; all the stockholders having had due notice thereof, it was

Resolved, That the company eliminate from its corporate title the word "Investment", and that hereafter, the name of the corporation shall be "American Guaranty Company of Chicago", instead of "The American Investment Guaranty Company."

It was further resolved, That the Company hereby adopt a new agreement, so that it shall be for the purpose of

(1) To enter into contract with individuals, firms and corporations.

(2) To act as and transact the business of Agent, and as such to (*b*) acquire, purchase, hold, sell, dispose of, pledge and otherwise deal in stocks, bonds, securities, and evidences of indebtedness or personal property, and to obtain and furnish information concerning same.

26 (*c*) To acquire by purchase, lease, mortgage or otherwise hold real estate, and to sell, transfer, mortgage, lease, or otherwise dispose of same.

(*d*) To represent individuals in their dealings with firms, corporations associations or persons, in the transaction of any lawful business.

(3) To act as Receiving and Disbursing Agent for persons or corporations, in any business transaction.

To guarantee the contracts and obligations of Individuals, firms,

corporations or associations, in any business transactions, and to do and perform all such lawful acts as may be necessary or expedient in the conduct of its said business.

We, the undersigned, Stockholders of The American Investment Guaranty Company, owning the number of shares of the capital stock of said company, set opposite our names, hereby assent to the change in the corporate name, and to the new agreement for said Company, adopted by the foregoing resolution.

Given under our hands, this 12th day of January, A. D. 1898.

PERCIVAL STEELE,	1005	shares.
JAMES L. BIGELOW,	one	"
DAVID R. LAMONT,	one	"
D. E. TOWN,	one	"
FRANK D. LEWIS,	310	"
A. P. BIGELOW,	10	"
JESSE W. ROBERTS,	one	"

We, Percival Steele, President, and David R. Lamont, Secretary of the American Investment Guaranty Company, hereby certify that the persons whose names are signed above, own the
27 number of shares of capital stock of said company, set opposite their names, respectively; that they are a majority of the stockholders of said company, and that the shares of capital stock so owned by them are a majority of the shares of capital stock of said company; and we further certify that the resolution set forth herein is a true copy of the resolution passed at the stockholders' meeting of said company, on the 12th day of January, 1898, and that the same appears upon the records of said company.

PERCIVAL STEELE,
President.

[SEAL.] DAVID R. LAMONT,
Secretary.

STATE OF ILLINOIS,
County of Cook, ss:

I, Roscoe Linscott Roberts, a notary public in and for the county of Cook, in the State of Illinois, do hereby certify that A. P. Bigelow, James L. Bigelow, Percival Steele, D. E. Town, Jesse E. Roberts, David R. Lamont and Frank D. Lewis, stockholders of The American Investment Guaranty Company, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged to me that they, and each of them, signed the within certificate, for the uses and purposes therein set forth, and that the said resolution therein contained was passed at a meeting of the stockholders of The American Investment Guaranty Company, held in the City of Chicago, in the County and State aforesaid, on the twelfth day of January, 1898.

Given under my hand and notarial seal this 21st day of January, 1898.

ROSCOE LINSCOTT ROBERTS.

[SEAL.] *Notary Public.*

28 Wherefore, I do declare the name of the said corporation from this date henceforth to be American Guaranty Company of Chicago; and I further declare the stockholders of said corporation, their successors and assigns, to be from this date until the expiration of the period named in the said certificate of Incorporation issued from my said office, on the 19th day of July, 1892, to said The American Investment Guaranty Company, a corporation by the name of American Guaranty Company of Chicago, and for the purpose set forth in the foregoing resolution and agreement.

Given under my hand and the Great Seal of the said State, at the City of Charleston, this twenty-eighth day of January, 1898.

[G. S.] WM. M. O. DAWSON,
Secretary of State.

29 STATE OF WEST VIRGINIA:

Certificate.

I, Wm. M. O. Dawson, Secretary of State of the State of West Virginia, do hereby certify that Charles L. Furey, Vice-president of the American Guaranty Company of Chicago a corporation created and organized under the laws of the State of West Virginia, has certified to me under his signature and the corporate seal of said corporation, that, at a general meeting of the stockholders of said corporation, regularly held pursuant to law, at the office thereof, in the city of Chicago, State of Illinois, on the 13th day of April, 1901, at which meeting a quorum of the stock and of the stockholders was present, the following resolution was duly and regularly adopted and passed to-wit:

"Resolved, That the authorized capital of the American Guaranty Company of Chicago be reduced from ten thousand shares of the par value of 100 dollars each to five thousand shares of the par value of 100 dollars each, so that the authorized capital stock of said corporation shall be $500,000 all subscribed and paid for."

Wherefore, I do declare said decrease of the authorized capital stock as set forth in the foregoing resolution authorized by law.

Given under my hand and the Great Seal of the said State, at the City of Charleston, this twenty-seventh day of April, 1901.

[G. S.] WM. M. O. DAWSON,
Secretary of State.

30 (*Certificate under Section 906, Revised Statutes of the United States.*)

UNITED STATES OF AMERICA,
State of West Virginia,
Office of Secretary of State:

I, C. W. Swisher, Secretary of State of the State of West Virginia, being the officer, who, under the constitution and laws of said state, is authorized to issue certificates of incorporation, of all companies

incorporated under the laws thereof, and being the officer authorized to issue certificates certifying changes in and amendments to such certificates of incorporation, and being the officer who is the keeper of all the records and papers relating to the creation of such incorporated companies and of changes in and amendments to said certificates of incorporation, including the powers of attorney of such incorporated companies, appointing a resident agent or attorney in said State, and of the reports of such incorporated companies, and being the officer authorized to authenticate exemplifications of the same, do hereby certify that the foregoing and annexed instrument is an exemplified copy, carefully compared by me with the original record now in my official custody as said Secretary of State, and found to be a true and correct copy of the certificate of New Agreement and change of name of the American Investment Guaranty Company to American Guaranty Company of Chicago, dated the 28th day of January 1898, and of the certificate of decrease, dated the 27th day of April, 1901, and recorded in the records of Corporations of my said office, and that said exemplification is in due form and made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In Testimony Whereof, I have hereunto attached my official signature and the Great Seal of the State of West Virginia, at the capitol in the City of Charleston, this 5th day of August, 1907.

[GREAT SEAL.] C. W. SWISHER,
Secretary of State.

(Here follow facsimiles,
33 Dollars. marked pp. 31-2.) Number
$10,000. A.

American Guaranty Company of Chicago

Hereby covenants and guarantees to pay to the order of the applicant an annual income of One Thousand Dollars for the period of ten years, being in all the sum of Ten Thousand Dollars payable only upon presentation and surrender of the income coupons hereto attached as they severally become due, subject to the conditions set forth therein, the last coupon to be accompanied by this contract for cancellation; or upon presentation and surrender of this contract with all coupons attached there will be paid Seven Thousand Five Hundred Dollars in Gold Coin on the fifth day of ——, 192–.

This Contract is made in consideration of the application of —— —— of ——, and the payment of Thirty Dollars due —— 5th, 190—, the receipt of which is hereby acknowledged, and the further payment of the same amount to be made on the fifth day of each and every month thereafter until payments for 180 months shall have been made in all, after which the coupons hereto attached will be countersigned upon presentation.

The privileges, conditions and schedule printed on the third page hereof, together with the application herefor, are made a part of this contract.

In Witness Whereof, the American Guaranty Company of Chi-

xhibit "C"

UNITED STATES OF AMERICA

NUMBER

AMERICAN GUARANTY COMPANY

OF CHICAGO.

Know all Men by these Presents that whereas

hereafter styled Nominator has paid to the American Guaranty Co

AMERICAN GUARANTY COMPANY

OF CHICAGO.

Know all Men by these Presents that whereas

_____

hereafter styled Nominator has paid to the American Guaranty Company
of Chicago _____ *Dollars*
in advance and agrees to pay a like sum on the fifth day of _____
hereafter until instalments for _____ *years have been made.*
Now therefore the said American Guaranty Company HEREBY COVENANTS AND GUARANTEES
that on the fifth day of _____ *Nineteen Hundred and* _____ *upon*
due surrender of this Indenture, provided it is then in force, to pay unto
_____ *hereafter styled Nominee,*
the sum of _____ *Dollars*
in Gold Coin of the United States of America, or in lieu thereof, to
deliver at its home office _____ *registered ten year five per cent*
Coupon Gold Bonds of the denomination of One Thousand Dollars
each, said Bonds to be in the form of the Specimen Bond herewith.
The application hereof and the privileges and conditions on the third
page hereof form a part of this Contract.

In Witness Whereof

THE American Guaranty Company of Chicago,

has caused this instrument to be executed in its name and by its proper
officers and at its General Offices at
Chicago, Ill., this _____ *day of* _____ *19*

SECRETARY

PRESIDENT

WESTERN BANK NOTE CO. CHICAGO